

Exhibit 1

Call to Artists: Pompano Beach Community Park Significant Sculpture

BUDGET: **\$150,000.00**

DEADLINE: **January 6, 2025**

The City of Pompano Beach will commission an artist/artist team for a work for hire project for the design and installation of a significant sculpture that will be located at Pompano Beach Community Park.

THEME & REQUIREMENTS

The commissioned artwork will be a sculpture of significant size. Up lighting is must be included. The sculpture should enhance the area. It should be horizontal in position. Theme ideas include whimsical, surreal, or symbolic of movement. No kinetic sculptures. The sculpture should be a standalone work of art and visible from Federal Highway. Selected artist will be responsible for up lighting and pad/foundation.

PROJECT LOCATION

The location for the sculpture is at the southeast end along Federal Highway at Pompano Beach Community Park, 1660 NE 10th Street, Pompano Beach, FL 33060. The artwork concrete slab must not exceed 30 feet long by 16 feet wide.

Link to Location:

<https://cdn.pompanobeachfl.gov/city/pages/pba/Location-Images-for-Call-to-Artists.pdf>

COMMUNITY PARK

Click here for more information on Pompano Beach Community Park:

<https://parks.pompanobeachfl.gov/parks/park-map-and-list/pompano-beach-community-park>

ARTWORK PURCHASE BUDGET

The purchase budget established for the project is \$150,000.00. The price will include all insurance, taxes, fees, permits, delivery, lighting, concrete base/pad installation and engineering and artwork installation.

APPLICATION

All applications must be submitted through CAFÉ. Applications that do not meet requirements and are not submitted through CAFÉ will not be accepted. Artist must submit the following as part of the application:

1. Resume.
2. Artist Statement- must explain the proposed design.
3. Examples of past work equal to or of similar value to the project.
4. Optional: Proposed Design Sketch.

SHORTLISTED APPLICANTS

The Public Art Committee will shortlist the top three applicants. These applicants will receive \$1,000.00 each and are required to submit a complete proposal. The proposal must be a detailed, exact, scaled

design created in CAD or a similar document and must include engineering specs and budget. Shortlisted applicants must submit a detailed budget list. The City is permitted to request up to three (3) revisions as needed from the final artist's design.

ELIGIBILITY

The project is open to all professional artists nationwide. Applicants must have experience in similar projects. *Artist or Professional Artist* means a practitioner in the visual arts, generally recognized by critics and peers as a professional of serious intent and ability, income realized through the sole commission of artwork and frequent or consistent art exhibitions. Artists are NOT eligible if they are immediate family or business partners of members of the Public Art Committee or program staff.

ARTIST SELECTION PROCESS

The selection process is managed by the City of Pompano Beach. The City Commission will have final approval of the selected artist and design. Final purchase approval is contingent upon inspection ensuring long-term conservation of the artwork. Once the artist is selected and Agreement has been fully executed, the artist will have six months to fabricate and install the artwork.

Other Selection Issues:

- a. Florida "Sunshine Laws": All meetings of the Public Art Committee are open to the public, are publicly advertised and are documented through written minutes.
- b. Conflicts of Interest: Artists with immediate family or business partners on the selection committee are not eligible to apply. A selection committee member may choose to withdraw from discussion and voting for any apparent conflict of interest.
- c. Public Art Committee Contacts: Artist applicants should not contact Public Art Committee members between the release of the Call to Artists and the completion of the selection process. Contact the City of Pompano Beach for all questions and information.

QUESTIONS

Contact: Laura Atria, Public Art Program Manager
Phone: 954-786-4310
E-mail: Laura.Atria@copbfl.com

BACKGROUND ON POMPANO BEACH PUBLIC ART PROGRAM

In 2012, the Pompano Beach City Commission adopted a public art ordinance to "enhance the aesthetic and cultural value of the city by including works of art on public properties within the city." The City Commission seeks "benefits of public art that are both aesthetic and economic." For more information on what is planned over the next ten year period, please refer to the Public Art Masterplan that is located at http://pompanobeachfl.gov/index.php/pages/public_art/public_art.

PERMITS

It shall be the artist's responsibility, where applicable, to obtain all necessary permits prior to fabrication and installation. The artist will ensure that the design will be code compliant and can stand up to South Florida weather conditions and wind load requirements.

INSURANCE

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the

CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage. Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

Minimum \$1,000,000 Per Occurrence and
\$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse hazard	
—	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors'	personal injury
XX	personal injury	
—	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY: Minimum \$1,000,000 Per Occurrence and Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form
 — owned
 — hired
 — non-owned

REAL & PERSONAL PROPERTY

— comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY		Per Occurrence	Aggregate
— other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000

PROFESSIONAL LIABILITY		Per Occurrence	Aggregate
XX * Policy to be written on a claims made basis		\$1,000,000	\$1,000,000

(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of Section 12 of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

APPROXIMATE SCHEDULE (this section is not included in Call and is for Staff only)

- Call to Artists is Circulated October 28, 2024
- Application Deadline January 6, 2025
- Artist Selection May 22, 2025